



MIAMI-DADE PUBLIC WORKS DEPARTMENT CAUSEWAYS DIVISION PREPAID ACCOUNT USER AGREEMENT (C-Card/C-Pass)

I. TERMS AND CONDITIONS:

The following is the agreement between the parties relating to the use of the Causeways Division C-Card/C-Pass. The words "we", "us", "our" and "our department" means the Miami-Dade County Public Works Department.

1. **License.** Subject to the terms of this Agreement, dependent upon payment, we agree to license the C-Card/C-Pass to you which you may use to gain access to the Rickenbacker and/or Venetian Causeway Toll Plazas hereinafter called the "Toll Plaza", or use in such other ways as may be agreed upon between the parties. This license is not transferable.

2. **Use of C-Card/C-Pass.**

You agree:

a. only to use each C-Card/C-Pass issued in connection with the operation of the specific vehicle listed on the Causeways Division C-Card/C-Pass Agreement. The C-Card/C-Pass can not be moved from vehicle to vehicle (Residents, Owners, Commuter Commercial 4 and Commuters). To do so will subject you to applicable fines under F.S. 316.1001.

b. to use the C-Card/C-Pass solely to gain passage through toll lanes designated to be used by vehicle(s) with a C-Card/C-Pass, according to the sign or lighted indicator signing that C-Cards/C-Passes are honored at that particular toll lane.

c. you will be responsible for maintaining the C-Pass on your windshield, or front bumper for externals, and use the C-Pass in accordance with the Department guidelines to assure proper reading of the C-Pass. Removal of the C-Pass from windshield when traveling through the toll plaza will result in applicable fines under F.S.316.1001. Additional Velcro is available at the sales office.

d. not to proceed through any toll lane unless the sign located at the toll lane reads the type of device you are using. If you do not receive a green light you must pay the applicable toll in cash in order to proceed through the toll lane. You understand that failure to do so may subject you to applicable fines under F.S. 316.1001.

e. that as you approach and pass through a toll lane you will under no circumstance exceed the posted speed limit.

f. to comply with all applicable traffic laws, as well as rules of the Public Works Department.

3. **Prepaid Toll.**

a. (For Commercial, Recreational and Standard Plans). You agree to maintain a Prepaid Toll to cover applicable tolls and charges. If you are a Credit Card User, you agree to maintain a current and chargeable credit card with the Department at all times and authorize the Department to automatically charge an Account Replenishment Charge to your chargeable credit card when your account reaches or falls below the applicable Replenishment Threshold. If you are a Cash User, you agree to increase your Prepaid Toll in person or by mail to the Toll Plaza office when your account reaches or falls below the applicable Replenishment Threshold. A Patron Fare Display located on the left side of the toll lane will indicate that the Prepaid Toll is at or below the appropriate threshold. Payments from Cash Users must be received at the office before your Prepaid Toll reaches \$0. No account will be permitted to operate at a negative balance.

b. (For Commuter, Owner, For hire, School and Resident Plans). You agree to pay us the appropriate annual rate at the time you submit your application.

4. **Violation of Terms and Conditions.** Failure to abide by any of the terms and conditions of this agreement may result in the termination of this agreement. The Department reserves the right to suspend or terminate this account and deactivate the C-Card/C-Pass issued under this agreement

for failure to abide by any of the terms and conditions of this agreement. Any trips made through the Toll Plaza with a deactivated C-Card/C-Pass or without paying the proper toll may result in a fine. The Department reserves the right to report delinquent accounts to an authorized credit bureau.

5. **Termination of License: Ownership of C-Card/C-Pass.** You may terminate your license to use the C-Card/C-Pass at any time by returning the C-Card/C-Pass to us either in person or by mail. Any unused Prepaid Toll and Cash User Deposit will be returned to you (per-trip users only). The C-Card/C-Pass will remain our property under all circumstances and will be returned to us by you if we so request. Failure to return a C-Card/C-Pass to the Toll Plaza in good condition in person or by mail upon termination of your license or upon request by the Public Works Department will result in a charge to your account as mentioned in Section II, item 4. Public Works staff reserve the right to confiscate the c-card/c-pass issued to you if you fail to comply with any of the terms and conditions of this agreement.

6. **Defective C-Card/C-Pass.** If the C-Card/C-Pass is defective for a reason other than abuse or improper use, and such C-Card/C-Pass is returned to us, we will replace it at no charge to you. You acknowledge that we have not made, AND WE EXPRESSLY DISCLAIM, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, RELATING TO THE C-CARD/C-PASS (INCLUDING WITHOUT LIMITATION, ANY IMPLIED OR EXPRESSED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR CONFORMITY TO MODELS OR SAMPLES).

7. Failure to pay fines and/or account activity fee or abide by department rules, or Section I of this agreement, may result in deactivation of your C-Card/C-Pass.

8. **Miscellaneous.**

a. You agree that the Toll Plaza has no obligation or liability to you with respect to your use or the performance of the C-Card/C-Pass. You agree to indemnify and hold harmless from and against any and all damages, loss, cost, expense or liability relating to, arising from, or as a result of, the use or performance of the C-Card/C-Pass.

b. A returned check fee, in accordance with the requirements of Florida State Law, will be deducted from your account if any check you give us is not paid on demand by your bank.

c. We may change the terms of this Agreement at anytime by providing written notice to you. If the C-Card/C-Pass is used after you receive notice of the new terms, you will be bound by the new terms. For purposes of this Agreement, you will be deemed to have received notice ten days after the same shall be deposited with the United States Postal Service or in any receptacle thereof, postage prepaid, addressed to you at the address for you that appears on our records.

d. You agree to pay all costs, including attorney's fees, incurred by us to enforce the terms of this Agreement.

e. If for any reason your account is insufficient to pay any amounts payable by you to us, you will remain liable to us for such amounts.

f. This Agreement shall be deemed to have been executed in Miami-Dade County, Florida and all questions of interpretation shall be governed by and construed in accordance with the laws of the State of Florida.

g. The invalidity of any term or terms of this Agreement shall not affect any other term of this Agreement, which shall remain in full force and effect.

h. Devices must be returned within 4 months of the expiration of the plan or the deposit will be forfeited.

9. **Valid Dates:** RB Resident, RB Commuter, Commuter Commercial4 and For-hire plans are valid from October 1, through September 30. School

plan is valid August 1 to July 31. V-owner and V-commuter plans are valid from September 1 to August 31. These plans are not transferable.

II. CHARGES.

1. Plan Types The Prepaid Toll, Account Replenishment Minimum Charges, Minimum Replenishment Threshold and Annual Rates for each account are as follows:

Type of Account/Plan	Prepaid Toll Account Replenishment Charges	Replenishment Threshold	Annual Rate	Available Toll Plaza
Commercial	\$ 100	\$ 10	n/a	Rick/Venetian
Commuter	n/a	n/a	\$ 48/\$60	Rick/Venetian
Commuter - Commercial	n/a	n/a	\$ 48	Rickenbacker
For Hire	n/a	n/a	\$ 96	Rickenbacker
Owner	n/a	n/a	\$ 24	Venetian
Recreational	\$ 25	\$ 5	n/a	Rickenbacker
Resident	n/a	n/a	\$ 24	Rickenbacker
School	n/a	n/a	\$ 48	Rickenbacker
Standard	\$ 25	\$ 5	n/a	Rick/Venetian

A fee equal to the applicable toll charge will be deducted from your account each time a C-Card/C-Pass is used to gain access or exit through a toll collection area if you are a Commercial, Recreational, and/or Standard account holder. Anyone that uses a device with an annual rate plan on a commercial vehicle will be back-billed for all previous trips. Billing will begin from the date the account was last renewed or from the date the account was established if it has been established in the previous twelve months.

2. Deposit. In addition to the Prepaid Toll and /or annual rate you must pay a deposit per C-Card/C-Pass issued. The deposit will be refunded without interest if you return all C-Cards/C-Passes in good condition either in person or by mail to our office and if your account is paid in full and in good standing. The deposit amounts are as follows:

Type of Device	Device Amount
C-Card	\$ 3.00
C-Pass Internal	\$ 20.00
C-Pass External	\$ 20.00

3. Itemized Statements. If you elect to receive a monthly statement the charge is \$3 per month.

4. Lost, Stolen, Defaced or Abused C-Card/C-Pass. If the C-Card/C-Pass is lost or stolen, notify us in writing immediately. Until you notify us in writing that the C-Card/C-Pass has been lost or stolen, we may continue to deduct from your account any fees incurred through use of the C-Card/C-Pass, and continue to charge your credit card as provided in Section I, item 3 and Section II. Once you have notified us in writing that the C-Card/C-Pass has been lost, stolen or damaged due to abuse or improper use, we will invalidate it, and the C-Card/C-Pass can no longer be used. We will issue you a new C-Card/C-Pass and deduct from your account or charge you for each C-Card/C-Pass the amount listed below: Internal C-Pass \$33.00 each, External C-Pass \$43.00 each, Magnetic C-Card \$ 3.00 each, plus a \$5 Administrative Charge.

5. Administrative Charge Any permanent change in vehicle must be reported to the toll plaza in writing and will have a charge of \$5.00. Temporary change in vehicle, 30 days or less, will not be charged, but the new vehicle information must be reported. A replacement or change in device type will also be charged \$5.00.

6. Toll Rates per Trip for Rickenbacker: 2 axles \$1.00, 2 axle car w/1 axle watercraft trailer (ETC \$2.00 / Cash \$6.00), 3 axles \$6.00, 4 axles \$7.50, 5 axles \$9.00 + \$1.80 per additional axle.

7. Toll Rates per Trip for Venetian. 2 axles .75 cents, + .25 cents per additional axle.

8. Individual / Vehicle Eligibility requirements by account / plan type:

Commercial - Prepaid plan eligible to any commercial vehicle.

Commuter - Eligible to a non-commercial two axle passenger vehicle.

Commuter Commercial - Eligible to any commercial vehicle owned by a business, or business owner, located within the limits of the Village of Key Biscayne. The business address must be a permanent structure within the Village of Key Biscayne. This plan entitles the user to one trip per day upon payment of the annual rate. All additional trips made on the same will be charged the appropriate toll rate plus a \$5.00 administration fee for each trip. Call the service center for additional terms and conditions.

For Hire - Eligible to a For-hire, 2 axle, 5 passenger vehicle.

Recreational - Eligible to a two axle non-commercial vehicle. A Recreational Plan has been established for two axle vehicles towing a one axle watercraft trailer. A reduced \$2.00 toll rate is available if the vehicle owner obtains a C-Pass or C-Card and established a recreational account.

Resident - Eligible to a two axle non-commercial vehicle owned by a resident of the Village of Key Biscayne. Leases used as proof of residency require a duration period of six months or more.

Standard - Prepaid plan eligible to any non-commercial vehicle.

Owner - Eligible to a property owner located on the Venetian Islands.

School - Eligible to parents or legal guardians who can provide documentation that their child is currently attending a Dade County Public School located east of the Rickenbacker Toll Plaza.

III. DEFINITIONS:

1. "Account" shall mean the C-Card/C-Pass account established with the Department by this agreement to be maintained for the purpose of deducting tolls and fees.

2. "C-Card" shall mean magnetic card.

3. "C-Pass" shall mean transponder.

4. "Cash User" shall mean an account holder who provides for account replenishment by making cash or check payments to the Department.

5. Commercial Vehicle - Any vehicle, motor driven, or towed and used, constructed, or equipped, for the transportation of goods, wares, merchandise, tools or equipment in trade, commerce, or industry.

6. "Credit Card User" shall mean an account holder who provides for account replenishment by maintaining a chargeable credit card with the Department.

7. Device - Electronic device used to pass through the toll plaza either an internal or external C-Pass or Magnetic C-Card.

8. "Prepaid Toll" shall mean the initial payment and subsequent payments made to the account, applicable tolls and fees.

9. "Replenishment Charge" shall mean the amount charged to replenish an account that has reached the Replenishment Threshold.

10. "Replenishment Threshold" shall mean the minimum balance that must be maintained before a replenishment charge is made to your chargeable credit card.

RICKENBACKER CAUSEWAY TOLL PLAZA; Miami-Dade County Public Works Department, 2601 Brickell Avenue, Miami, Florida 33129. Regular office hours are Monday through Friday between the hours of 8:00a.m. and 5:00 p.m., excluding holidays. Telephone # (305) 854-2468, Fax # (305) 859-2241.

VENETIAN CAUSEWAY TOLL PLAZA; Miami-Dade County Public Works Department, 800 Venetian Way, Miami, Florida 33137. Telephone # (305) 854-2468, Fax # (305) 859-2241.